



REQUEST FOR PRELIMINARY PROPOSALS

for

DESIGN-BUILD

OF THE PROPOSED

RENO TRANSPORTATION RAIL ACCESS CORRIDOR

July 27, 2001



1. INTRODUCTION

This Request for Preliminary Proposals (“**RFPP**”) is issued by the City of Reno (“**City**”) pursuant to Nevada Revised Statutes (NRS) Section 338.1711 et seq. (see <http://www.leg.state.nv.us/nrs/nrs%2D338.html>) to solicit preliminary proposals (“**Preliminary Proposals**”) from parties (hereafter referred to as team(s)) interested in providing design-build services (collectively, “**D-B Services**”) for the proposed Reno Transportation Rail Access Corridor (“**ReTRAC**”).

The project is to be designed and constructed in accordance with applicable standards for federally funded projects in the City of Reno and other standards identified by the City, the Nevada Department of Transportation (“**NDOT**”) and the Union Pacific Railroad (“**UPRR**”). The project will be financed in part with federal-aid funds and therefore will be subject to all federal-aid contracting requirements.

There will be a mandatory pre-proposal conference on August 15, 2001 at 1 P.M. at the Silver Legacy Resort Casino – 407 North Virginia Street, Reno, at which time general information concerning ReTRAC and this RFPP will be discussed. In addition, teams may obtain background materials concerning ReTRAC and other materials necessary for the team to submit a Preliminary Proposal on the City’s website, www.ReTRAC.org or from Sierra Legal Duplicating, Inc., as more particularly set forth in Attachment 1 to this RFPP. Preliminary Proposals will be due on September 7, 2001.

2. PROJECT DESCRIPTION; STATUS; COST ESTIMATES

Historic Background on ReTRAC Project

The ReTRAC project is intended to lower the UPRR tracks running through central Reno, Nevada. The ReTRAC project preliminary engineering plans call for constructing a 2.25 mile depressed (below grade), open trainway trench along the existing UPRR right-of-way. The depressed, open trench will have 11 grade separation crossings from Keystone Avenue east to Evans Avenue. The ReTRAC project will eliminate 11 existing "at-grade" street/railroad crossing conflicts and the trench will, instead, allow for unrestricted free-flow of vehicles and pedestrians above the UPRR tracks.

Although similar plans had been considered as early as the 1930s, renewed interest in lowering the railroad tracks arose because of the 1996 national merger of the UPRR and the Southern Pacific Railroad, creating the opportunity for significantly increased train traffic. The 1996 U.S. Surface Transportation Board (STB) approval of the UPRR/Southern Pacific merger included a Final Mitigation Plan that estimated railroad traffic through Reno, Nevada would grow substantially over current levels. The expected growth in train volumes was estimated as growing from 12 trains per day at the present time to as many as 36 trains per day by 2030.

ReTRAC Project Funding Background

Since early 1996, the City has been developing a funding plan which includes contributions from both the public and private sectors to build the ReTRAC project. The

City's funding sources to implement ReTRAC include a UPRR contribution, federal grant and loan contributions, state transportation funds, downtown property owner contributions through a special assessment district, a City contribution and room tax and sales tax increases.

On December 1, 1998, the City executed a Memorandum of Understanding (“**MOU**”) with UPRR, which provided for, among other things, UPRR's contribution to the ReTRAC project. UPRR agreed to pay the cost of the shoo-fly track, other track and track support structures and engineering and construction costs relating thereto in a sum certain. The MOU also committed UPRR to transfer certain right-of-way, other property rights and lease revenues to the City.

The City applied for credit assistance for the ReTRAC project under the federal TIFIA program on June 30, 2000 and was granted conditional approval on November 21, 2000 for a direct loan in the sum of \$79,500,000. The City is currently negotiating the loan terms with the U.S. Department of Transportation.

The City also received Regional Transportation Commission funding from the Statewide Transportation Improvement Program (STIP) for the ReTRAC project. Funding under the STIP for the ReTRAC project is scheduled to begin being spent in the latter portion of 2001.

In 1997 and 1999, the City also sought and received State of Nevada, Washoe County and City approval for dedicated sales and room tax revenues for the ReTRAC project. Room tax began being collected on January 1, 1999 and sales tax began being collected on April 1, 1999. These tax revenues have been applied to both bond payments and direct ReTRAC project costs, as authorized under the enabling legislation (1999 Nevada Senate Bill 255, and City Ordinance 4921). The City enacted a Special Assessment District in November, 1998 to also provide a portion of funding for the ReTRAC project. Special Assessment District funding will not begin being collected until after construction begins. Finally, on December 1, 1998 the City passed Resolution No. 5557 to expend no less than \$60,700,774 from various funding sources on the ReTRAC project including, \$1,000,000 from the City's Series May 1, 1992 Street Bonds.

National Environmental Policy Act (NEPA) Compliance Background

On February 23, 2001, FHWA issued its record of decision (“**ROD**”) for the ReTRAC project, setting forth a preferred alternative to build the ReTRAC project and identifying specific, required mitigation which completed the NEPA review of the ReTRAC project.

Post-ROD Progress

On February 27, 2001, the Reno City Council decided to advance ROD Alternative 5 through the bid proposal phase of construction. On April 6, 2001, the Reno City Council approved the proposed Stewardship Agreement with NDOT, acting as the local agency for FHWA, to receive and process the federal funds under the STIP program to be utilized on the ReTRAC project.

Preliminary Design and Construction Estimates

The City's engineering consultants, the Nolte Team, completed a preliminary engineering estimate and approximately 20-30% design for the ReTRAC project on January 16, 2001 and estimated the cost to be approximately \$157,000,000. Such amount excludes contingencies and right-of-way costs. Of the \$157,000,000 amount, approximately \$9,000,000 is estimated for design costs and approximately \$148,000,000 is estimated for construction costs. Teams interested in submitting Preliminary Proposals should note that these design and construction estimates are preliminary and shall be subject to review by the City's project manager consultant.

Design and Construction Schedule

The City anticipates that a notice to proceed to commence design and construction of the ReTRAC project will be issued in the summer of 2002. Once the notice to proceed is issued, the City anticipates that design and construction will take approximately 48 months and will be completed in the summer of 2006. The City does not anticipate requiring separate and distinct design and construction phases and expects to give the Contractor flexibility on undertaking design and construction elements of the project. Parameters and requirements concerning project phasing will be more fully identified in the RFP.

Other City Consultants

The City has retained the following consultants in connection with the Project: (i) MADCON Consultation Services as its environmental consultant, and (ii) Nossaman, Guthner, Knox & Elliott LLP as its legal advisors. The City is also in the process of retaining a project management consultant to assist the City with the technical aspects and documents associated with the procurement of the Contractor (as defined below) and the Contract (as defined below) for the Project.

3. PROCUREMENT PROCESS AND CONTRACT REQUIREMENTS

The City intends to evaluate Preliminary Proposals submitted in response to the RFPP for the purpose of shortlisting those teams the City deems most qualified to submit proposals. The City will then solicit final proposals from the shortlisted teams and would enter into a contract for D-B Services (the "**Contract**") with the proposer that the City determines has offered the best value to the City (the "**Contractor**"). Once a team has been shortlisted, no changes in the team members will be allowed without the City's prior written consent. For purposes of this RFPP, the term "team member" shall mean each entity identified in the Preliminary Proposal (or later approved for inclusion) as a member of the team, whether such entity is proposed as an equity owner, subcontractor or subconsultant. A subcontractor or subconsultant may be on one or more proposing teams.

The Contractor will be responsible for designing and building the project in accordance with the requirements set forth in the Request for Final Proposals ("**RFP**"). The Contractor will have responsibility and control of the project work, subject to review and approval of all design products by the City and its agents, with oversight and approval by the NDOT and the Federal

Highway Administration. The Contractor will also be responsible for coordinating with and procuring required approvals from UPRR, utilities and certain government agencies.

Teams submitting qualifications for these services shall provide evidence of an organization which has all necessary capabilities including project management, engineering design (including structural, railway, roadway, drainage, traffic, geotechnical, permitting, utility, right-of-way, property acquisition and environmental mitigation services) and construction. The City will be responsible for obtaining certain major environmental permits and environmental clearances, with assistance from the Contractor as needed. The Contractor shall be responsible for obtaining all other permits required to accomplish the required work. The status of the environmental permits for the ReTRAC project, and the allocation of responsibility between the City and the Contractor in connection therewith, will be more particularly set forth in the RFP.

Teams desiring to submit Preliminary Proposals in response to this RFPP should note the following requirements of NRS 338.1721:

A. The Contractor will be required to obtain and maintain payment and performance bonds in connection with the project pursuant to NRS 339.025. (See <http://www.leg.state.nv.us/nrs/nrs%2D339.html>.)

B. The Contractor will be required to obtain insurance covering general liability and liability for errors and omissions, as more particularly set forth in the RFP.

C. A team seeking to qualify as a short-listed team for this project must not have been found liable for a material breach of contract with respect to a previous project, other than a breach for reasons disclosed to and deemed acceptable to the City.

D. No team member may have been disqualified from being awarded a contract pursuant to NRS 338.017, 338.1387, 338.145 or 408.333. (See <http://www.leg.state.nv.us/nrs/nrs%2D338.html> and <http://www.leg.state.nv.us/nrs/nrs%2D408.html>.)

E. Prior to award of the Contract, each team member must possess the licenses and certificates required to carry out the functions of its respective professions in the State of Nevada.

Teams are also advised of the requirements of NRS 338.1727(7) requiring the successful final proposer to use the work force of the prime contractor on the design-build team to construct at least 15% of the Project.

It will not be necessary for the teams to perform any design work in connection with the Preliminary Proposals. Final proposals will include a lump sum price proposal and will therefore entail design work sufficient to enable a lump sum price to be provided.

The City is considering paying a stipend to each of the unsuccessful shortlisted proposer teams that submit a responsive final proposal within a competitive range, in an amount not to exceed \$300,000 per unsuccessful shortlisted proposer team. The stipend, if any, shall serve as partial reimbursement for the cost of preparing the final proposal and payment to the proposer team for the intellectual property rights and work product contained in the final proposals. The

amount of the stipend (if any) and conditions to payment will be stated in the RFP. The stipend will not be payable to proposer teams who submit Preliminary Proposals and are not shortlisted or to shortlisted proposer teams that submit nonresponsive final proposals or final proposals outside of the competitive range.

4. PRELIMINARY PROPOSALS

Response to this RFPP will be in the form of a Preliminary Proposal and additional forms, including a separately packaged set of financial qualifications responding to the requirements stated below. The Preliminary Proposal shall document the team's qualifications to undertake and successfully complete the ReTRAC project. The Preliminary Proposal shall identify the team's capacity to perform the D-B Services.

The Preliminary Proposal must contain sufficient detailed information to enable the City to make an adequate assessment of the team's overall qualifications to perform the D-B Services. Information provided must relate to the specific services being solicited. Any corporate brochures or other forms of preprinted materials shall be bound separately; except that all information relevant to the financial criteria shall be included with the financial qualification package.

The City may ask for additional information or clarification regarding Preliminary Proposals at any time. The City will evaluate the Preliminary Proposals (including any such additional information and clarifications) and will develop a shortlist of finalists consisting of at least the top three and not more than the top five teams that the City determines are qualified. The City will accept final proposals only from teams that are on the shortlist.

Teams will be provided written notification as to their prequalification status.

The content and format of the Preliminary Proposal shall be based on the following:

Qualifications

A.

A.1 Describe in detail the team's level of design and construction experience with comparable projects and the team's ability to meet the schedules and budgets for this project. Identify client references for these projects, including title and current phone number of individual contacts. Project references must include the original contract amount and completion deadline, the final contract amount and completion date, the percentage of the contract performed by the team/team member and a detailed explanation concerning any cost escalation or schedule extensions from the original contract amount and completion date. Experience in the following areas should be emphasized:

- Railroad and highway structures
- Underground structures
- Construction in areas with alluvial outwash material, contaminated soils and groundwater, adjacent vehicular and railroad traffic and urban environments
- Design-build for major projects

- Construction/reconstruction using innovative designs methods and materials
- Jet grouting and slurry wall construction
- Construction involving historic structures, including the relocation thereof

- A.2 Identify key staff members who would be assigned to the project, their level of commitment, and their function (role) on the project. Key staff members include project manager, deputy project manager and individuals selected to manage the following functions: construction; project controls; subcontracts and procurement; railway design; road design; structures design; utilities design; drainage design, quality control and quality assurance for design and construction; environmental compliance and mitigation; utilities coordination and relocation; railroad coordination; right of way acquisition and coordination; safety; labor relations; geotechnical investigation and design; community relations; and traffic engineering. Provide a resume synopsis for each key staff member. Include a detailed organization chart indicating placement of such individuals in the organization, reporting relationships (including to the City, City staff and other City consultants).
Describe the relevant experience of the key staff members and their
- A.3 familiarity with railway, trenching and grade separation design/construction involving the City's Public Works Design Manual and Standard Specifications, UP Railroad Standards, NDOT Standards, the American Railway and Maintenance-of-Way Association (AREMA) Recommended Practices.
Describe the relevant experience of key staff members and their familiarity
- A.4 with environmental mitigation measures and permit condition implementation typically associated with design and construction similar to that which will be involved with the ReTRAC project. Prospective teams are referred to the record of decision issued by FHWA for the ReTRAC project on February 23, 2001 for a description of the mitigation measures applicable to the ReTRAC project. A copy of the record of decision is available from Sierra Legal Duplicating, Inc.
Describe the material, equipment, and qualified personnel resources
- A.5 available to the team which it can and will commit to the ReTRAC project. Discuss the current backlog of each member of the team and the capacity to perform the D-B Services. Specifically, include a detailed discussion, based on present workload and limited manpower and equipment resources, on how the team intends to sufficiently provide staff and equipment to perform the D-B Services.
Describe the team's previous experience involving design and construction
- A.6 quality control (QC) and quality assurance (QA) programs, including the team's experience in providing sampling, inspection, testing and reporting services. Describe how the team has structured the QC/QA function so as

to insure independent and professional QC/QA decisions and control. Please note that the City is contemplating a requirement that design QC/QA and construction QC/QA be undertaken by team members not otherwise involved with the design and construction of the project, respectively, with further oversight by the City. Additional details regarding QC/QA requirements will be set forth in the RFP. Describe the safety record and safety programs of the team and its

A.7

members. Complete and submit the Industrial Safety Record Form (see Attachment 2).

Provide a statement that no team member has been disqualified from being

A.8

awarded a contract pursuant to NRS 338.017, 338.1387, 338.145 or 408.333.

Description of Organization

B.

Describe in detail the organizational structure of the team and include a

B.1

detailed organization chart. Provide a description of any teaming arrangements, the functions and organizational structure of each team member, including subconsultants and the project management structure and any proposed guarantors. Identify whether the team will be structured as a corporation, limited liability company, general partnership, joint venture, limited partnership, or other form of organization. If a limited liability organization is to be used, expressly commit that the equity owners will have joint and several liability for the performance of the D-B Services. Please note that the City may require, as a condition to shortlisting, that commitments be provided from one or more entities to guarantee performance of the Contract. The City may also include minimum net worth requirements for teams, team members and/or guarantors in the RFP.

Identify where the team intends to maintain its project office(s) and where

B.2

the majority of the design work will be done. The successful proposer will be required to locate an office in Reno. The City may require that the successful proposer's office also include enough space to house relevant City staff and the City's project management consultant. Specific office requirements will be set forth in greater detail in the RFP.

Identify an official representative for the team's proposal.

B.3

Financial Capacity

C.

Provide financial statements for the team and team members that are equity

C.1

owners, as described below, for the three most recent fiscal years, audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP). Financial statements must be provided in U.S. dollars. If audited financials are not available for an equity owner, the Preliminary Proposal shall include unaudited financials for such member,

certified as true, correct and accurate by the chief financial officer or treasurer of the entity. The proposers are advised that if any equity member of the selected Contractor's team does not have audited financials, or if it fails to meet the minimum financial requirements stated in the RFP, the City will require a guarantee of the Contract to be provided by a separate entity acceptable to the City. The Preliminary Proposal shall identify the proposed guarantor for each equity member which does not have audited financials and shall include audited financials for each proposed guarantor.

If the team or any other entity for which financial information is submitted

as required hereby files reports with the Securities and Exchange Commission, then such financial statements should be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.

The proposer shall identify any information which it believes is entitled to

confidentiality under the Nevada Public Records Act (NRS 239), by stamping the word "confidential" on each page.

Required financial statements:

- Opinion Letter (Auditor's Report)
- Balance Sheet
- Income Statement
- Statement of Changes in Cash Flow
- Footnotes

C.2 Provide information on any proposed or anticipated changes in the

financial condition of the team members and any other entity for which financial information is submitted as required hereby for the next reporting period.

C.3 If financial statements are prepared in accordance with principles other

than U.S. GAAP, provide a letter from the certified public accountant of the applicable entity, discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP.

C.4 Provide a letter from the certified public accountant for each entity for

which financial information is submitted, identifying all off balance sheet liabilities.

C.5 Package the information separately for each separate entity with a cover

sheet identifying the name of the organization, its role in the proposer's organization and Standard Industry Classification (SIC) Code.

Surety Bonds, Insurance and Licenses

D.

Provide evidence from a surety or an insurance company indicating that the

D.1

team is capable of obtaining a Performance Bond and Payment Bond in an amount of at least \$200 million. The current preliminary estimate of the design and construction project value is approximately \$157 million with significant liquidated and stipulated damages expected to be payable in the event of a failure to meet the completion deadline(s). These estimated bonding amounts and cost estimates are preliminary and subject to change. The values included are solely for the purpose of establishing prequalification standards for the bonding capability of the team.

The evidence regarding bonding capacity should take the form of a letter from a surety or insurance company indicating that such capacity exists for the team. Letters indicating “unlimited” bonding capability are not acceptable. If the team cannot meet these limits, it must indicate the maximum amount that can be obtained. The surety or insurance company providing such letter must be rated in the top two categories by two nationally recognized rating agencies or at least AVIII by “Best & Company.” The letter must specifically state that the surety/insurance company has evaluated the team’s backlog and work-in-progress in determining its bonding capacity and the letter must expressly identify the team’s amount of current backlog and currently utilized bonding capacity.

In instances where the response to paragraph C(2) of this Section contains descriptions of proposed or anticipated changes in the financial condition of the team or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the surety’s analysis specifically incorporates a review of the factors surrounding such changes and identifying any special conditions which may be imposed before issuance of surety bonds for the ReTRAC project. Provide a statement listing the names of all surety companies utilized by

D.2

the team (and all financially liable entities) in the last five years. State whether a surety had to complete any part of the team’s work during the past five years.

Identify the insurers and limits of general liability and professional liability

D.3

insurance policies held by the equity team members and team member(s) that will have primary responsibility for design work. The City is currently analyzing the feasibility and desirability of an owner-controlled insurance program (OCIP) for the ReTRAC project. The specific insurance requirements and insurance program applicable to the ReTRAC project will be set forth in the RFP.

Provide a list of Nevada licenses and certificates held by the team

D.4

members, and include a statement that all other licenses and certificates required for performance of the D-B Services will be obtained prior to

award. Certificates of eligibility held by the team members are not required to be provided since the project will be receive federal funding and local preferences are not permitted for federally funded projects.

Past Performance (Disputes)

E.

Provide a list and a brief description of all instances in which the team (or

E.1

any other organization that is under common ownership with the team), equity team members, any team member that will have primary responsibility for design work or any team member that will have primary responsibility for construction work was determined to be liable for a material breach of contract. Include situations involving a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding. Also include situations involving allegation of a material breach by the project owner unless the project owner later retracted such allegation. For each instance, identify an owner's representative with a current phone and fax number (and e-mail if available).

Provide a separate list and a brief description (including the resolution) of

E.2

each arbitration, litigation, dispute review board and other dispute resolution proceeding occurring during the last five years involving the team, equity team members, any team member that will have primary responsibility for design work or any team member that will have primary responsibility for construction work and involving an amount in excess of \$500,000 related to performance in major capital projects. Include a similar list for all projects included in the response to Section A(1) above, regardless of whether the dispute occurred during the past five years or involved the same organization that is on the proposer's team. For each instance, identify an owner's representative with a current phone and fax number (and e-mail if available).

Describe any capital project which resulted in assessment of liquidated

E.3

damages or stipulated damages in excess of \$25,000 involving the team, equity team members, any team member that will have primary responsibility for design work or any team member that will have primary responsibility for construction work during the last five years. Describe the causes of the delays and the amounts assessed. For each instance, identify an owner's representative with a current phone and fax number (and e-mail if available).

Describe the conditions surrounding any contract for a capital project (or

E.4

portion thereof) involving the team, equity team members, any team member that will have primary responsibility for design work or any team member that will have primary responsibility for construction work that has been terminated for default or other cause during the last five years. For each instance, identify an owner's representative with a current phone and fax number (and e-mail if available).

- E.5 With respect to the information solicited in Sections E(1) through E(4) above, failure to provide this information, conditional or qualified submissions (i.e., “to our knowledge”, “to the extent of available information”, “such information is not readily available”, “such information is not maintained in the manner requested”, etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions may, in the sole discretion of the City, lead to a lower evaluation score for the team or disqualification from the procurement process.

Record of Meeting Regulatory Requirements

F.

Provide a general description of each team member’s experience regarding compliance with regulatory requirements normally encountered or anticipated for design-build projects and for the ReTRAC project in particular.

Participation of Disadvantaged Business Enterprises

G.

Describe how each team member has achieved contract goals for participation of disadvantaged business enterprises in five public sector projects. Identify the contract goals and the team members’ actual performance. Identify any project in the last five years for which a team member did not achieve contractual goals and describe why.

Project Understanding and Management Plan

H.

- H.1 Provide a brief narrative describing the team’s understanding of the project and the benefits associated with use of design-build for the project. Include an assessment of the major tasks to be performed, the major risk elements affecting the project, and the issues associated with interrelationships among the team members, stakeholders, UPRR, the City, and the public. Submit a description of the proposed approach to managing the project and

- H.2 describe how the major tasks will be allocated among team members. This description should emphasize how the team will plan to fulfill the schedule requirements while maintaining quality and safety and adhering to the budget. Describe important managerial relationships within the team. Since the project will shift focus from design to construction at some point, and upon completion will transition into a warranty phase, plans for management transitions between project phases shall be discussed. Describe how the proposed management approach will capitalize on the advantages of design-build.

General

I.

Include an affirmative statement that the team has received and reviewed this RFPP, all addenda to this RFPP, all other materials delivered to it by the City and all materials posted on the ReTRAC website (www.ReTRAC.org).

5. SOLICITATION SCHEDULE

The schedule of activities for this Preliminary Proposal process is as follows:

Issue Request for Preliminary Proposal	July 27, 2001
Mandatory Information Meeting	August 15, 2001
Deadline for Request for Clarifications	August 20, 2001
Addenda Issued (if applicable)	August 27, 2001
Preliminary Proposal Due Date	September 7, 2001
Oral Presentations (if applicable)	October 8-9, 2001
Notification of Prequalifications	October 24, 2001

6. SUBMITTAL DETAILS

The Preliminary Proposals shall not exceed 35 pages excluding the surety letter required under Section D.1, the past performance information required under Section E, a separate financial package and pre-printed material, which are to be each separately bound. In addition to the 35 pages, the Industrial Safety Record form (see Attachment 2), Contractor Information form (see Attachment 3), Contractor Certification form (see Attachment 4), and SF254 and SF255 forms must be completed for the team, equity team members, any team member that will have primary responsibility for design work and any team member that will have primary responsibility for construction work and included at the beginning of the Preliminary Proposal behind the team's cover letter. The SF254 and SF255 forms are required only for the team members proposed to perform design work for the project.

Fifteen bound copies, one bound original and one unbound original of the Preliminary Proposal shall be submitted and addressed as follows:

Mr. Donald Cook, City Clerk
City Clerk's Office
City of Reno
490 South Center Street
Reno, NV 89501

In the lower left hand corner of each separate portion of the submittal, clearly place the following notation:

"ReTRAC Project -- Request for Preliminary Proposal: Preliminary Proposal"

Any questions in regard to this RFPP shall be directed to Mr. Mark A. Demuth by fax at (775) 334-3110. The deadline for which questions and clarifications may be submitted is August 20, 2001. The City will respond in writing to those questions and requests for clarifications which the City deems to be material and not adequately addressed in previously provided documents no later than August 27, 2001.

All interested teams intending to submit a Preliminary Proposal in response to this RFPP should register in writing with Mr. Mark A. Demuth, ReTRAC Project Office, 190 East Liberty Street, P.O. Box 1900, Reno, Nevada 89505. Registration consists of sending a letter stating the team's request to be registered as a prospective proposer in connection with this RFPP, including a contact person, address, phone number, fax number, and e-mail address for the team. Failure to register will not preclude a team from submitting a Preliminary Proposal, but will mean that the team will not be sent any addenda, supplements or modifications to this RFPP, or other relevant information or notices provided by the City during the procurement process.

Teams must submit Preliminary Proposals to the City Clerk at the City Clerk's Office located at 490 South Center Street, Reno, Nevada, no later than noon on September 7, 2001. It is each submitting team's responsibility to have its Preliminary Proposal delivered to the City Clerk's Office by the foregoing deadline. The City will not accept facsimile or other electronically submitted Preliminary Proposals.

All written correspondence, exhibits, photographs, reports, printed material photographs, tapes, electronic disks, and other graphic and visual aids submitted to the City during this procurement process, including as part of the response to this RFPP, are, upon their receipt by the City, the property of the City, will not be returned to the submitting parties and are subject to the provisions of the Nevada Public Records Act (see <http://www.leg.state.nv.us/NRS/NRS-239.html> - NRS239). Teams should familiarize themselves with the provisions of the Nevada Public Records Act. Subject to applicable law, the City and its agents and representatives will take appropriate measures to protect the confidentiality of such data, provided that in no event shall the City, or any of its agents, representatives, consultants, directors, officers or employees be liable to a team for the disclosure of all or a portion of a Preliminary Proposal.

Responding teams are expected to conduct the preparation of their Preliminary Proposals with professional integrity and free of lobbying activities. During the procurement described in this RFPP and the RFP, teams, and their respective representatives, agents and consultants, are not permitted to contact, directly or indirectly, any member of the evaluation committee or any City official (including members of the City Council) regarding the subject matter of this RFPP, except as specifically permitted hereby. Any verified allegation that a team or a representative, agent or consultant of a team has made such contact or attempted to influence the evaluation, ranking and/or selection of shortlisted teams may be cause for the City to disqualify the team from submitting a Preliminary Proposal and/or to discontinue further consideration of such team.

No entity or individual who is actively engaged and undertaking current work as a consultant to the City concerning the Project, including the City's environmental consultant and project management consultant, or any subcontractor of any of the foregoing with respect to such engagement, shall be entitled to submit a Preliminary Proposal or participate as an equity owner, team member or subcontractor to a team.

No team member, equity owner or a subcontractor to a team shall be insolvent or subject to any form of bankruptcy, insolvency or receivership proceeding at any time during the procurement process; provided, however, that a team member, equity owner or subcontractor that becomes insolvent or subject to any form of bankruptcy, insolvency or receivership proceeding after submission of the RFPP may be replaced by the proposing team, subject to the prior written approval of the City, in its sole discretion.

7. EVALUATION AND SELECTION PROCESS

The City intends to review the Preliminary Proposals for responsiveness to the requirements of this RFPP, and to evaluate all responsive Preliminary Proposals according to the following criteria and weightings:

Experience and capability of proposed key staff:	15%
Experience and capability of team members	20%
Project understanding, approach to Project and management plan	35%
Performance history in recent, similar projects as the Project	15%
Safety record and safety program	10%
Financial strength and qualifications	5%

Except as they impact or involve the above-identified evaluation criteria, the items required under Sections A(8), B, D, E, F, G and I of this RFPP shall be evaluated on a responsiveness and pass/fail basis only.

The proposers are advised that price will be a significant factor in evaluation of the final proposals with an anticipated weighting of at least 50%, but will not be a factor in establishing the shortlist of finalists. The specific criteria, weightings and factors that will be utilized in evaluating the final proposals shall be described in the RFP.

Preliminary Proposals shall be evaluated by an evaluation committee formed by the City. Members of the evaluation committee may include some or all of the following: members of the City Council, City officials and staff, representatives of UPRR, representatives of NDOT, stakeholders' representatives, other local/state/federal officials and the City's consultants.

At the discretion of the evaluation committee, proposers may be invited or required to make oral presentations concerning their Preliminary Proposals. If oral presentations are permitted or required, all proposers submitting responsive Preliminary Proposals that satisfy all pass/fail criteria will be invited.

Evaluations and rankings of Preliminary Proposals are subject to the sole discretion of the evaluation committee. Following completion of the evaluation process, the evaluation committee shall forward its rankings and recommendation for shortlisting to the City Council for acceptance. The City Council will make the final determination as to whether to accept the recommendations of the evaluation committee as to the teams to be shortlisted, which decision shall, in any event, be consistent with the evaluation committee's findings, the above evaluation criteria and in the best interests of the City. The City Council may, in its sole discretion, reject the findings and recommendation of the evaluation committee and terminate the procurement.

It is anticipated that the City will be prepared to issue the request for final proposals shortly after the shortlisting of teams.

8. PROTESTS AND DISPUTES

This Section 8 sets forth the exclusive protest remedies available with respect to this RFPP. Each team, by submitting its Preliminary Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this RFPP expressly in consideration for such waiver and agreement by the teams. Such waiver and agreement by each team also act as consideration to each other team for making the same waiver and agreement. If a team disregards, disputes or does not follow the exclusive protest remedies set forth in this RFPP, it shall indemnify, defend and hold the City, its directors, officers, officials, employees, agents, representatives and consultants, harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees and damages incurred or suffered as a result of such team's actions. The submission of a Preliminary Proposal by a team shall be deemed the team's irrevocable and unconditional agreement with such indemnification obligation.

Protests Regarding RFPP

A.

The teams may protest the terms of this RFPP on the grounds that (a) a material provision in this RFPP is wholly ambiguous, (b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement, or (c) this RFPP in whole or in part exceed the authority of the City. Protests regarding this RFPP shall be filed only after the team has informally discussed the nature and basis of the protest with the City in an effort to remove the grounds for protest. Protests regarding this RFPP shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Protests regarding this RFPP shall be filed by hand delivery to the address specified in Section 6 above, with a copy going to Merri Belaustegui-Trafficanti, Esq., Deputy City Attorney, City of Reno, 490 South Center Street, Room 204, Reno, NV 89501, as soon as the basis for protest is known to the team, but in no event later than 30 days before the Preliminary Proposal Due Date, provided that protests regarding an Addendum shall be filed no later than 10 days after the Addendum is issued. The City will distribute copies of the protest to other teams and may, but need not, request other teams to submit statements or arguments regarding the protest and may, in its sole discretion, discuss the protest with the protestant. The protestant shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest, but it shall be decided, on the basis of the written submissions, by the City Manager or his designee, whose decision shall be final and conclusive. The City Manager or his designee shall issue a written decision regarding any protest to each team. If necessary to address the issues raised in a protest, the City may, in its sole discretion, make appropriate revisions to this RFPP by issuing Addenda. The failure of a team to file a basis for a protest regarding this RFPP shall preclude consideration of that ground in any protest of a selection unless such ground was not and could not have been known to the team in time to protest prior to the final date for such protests. The City may extend the Preliminary Proposal Due Date, if necessary, to address any such protest issues.

If the protest is denied, the team filing the protest shall be liable for the City's costs reasonably incurred in any action to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the City as a consequence of the protest. If the protest is granted, the City shall not be liable for payment of the protestant's

costs. The City shall not be liable for any damages to the team filing the protest or to any participant in the protest, on any basis, express or implied.

Protests Regarding Responsiveness Determination or Shortlisting

B.

The teams may protest the results of the above-described evaluation and selection process by filing a protest by hand delivery to the City at the address specified in Section 6 above, with a copy going to Merri Belaustegui-Traficanti, Esq., Deputy City Attorney, City of Reno, 490 South Center Street, Room 204, Reno, NV 89501. Any protest regarding the shortlisting of teams must be filed within 5 business days after public announcement of shortlisting. Any protest regarding the determination of responsiveness must be filed within 5 business days after the earliest of notification of nonresponsiveness, the scheduled date for oral presentations (if any) or the public announcement of shortlisting. The team filing the protest shall concurrently file a copy of the protest with the other teams whose addresses may be obtained from the City. The notice of protest shall specifically state the grounds for the protest.

Within 7 days after delivery of the notice of protest to the City, the protestant shall file by hand delivery to the City, at the address specified in Section 6 above, with a copy going to Merri Belaustegui-Traficanti, Esq., Deputy City Attorney, City of Reno, 490 South Center Street, Room 204, Reno, NV 89501, a detailed statement of the grounds, legal authority and facts, including all documents and evidentiary statements in support of the protest. The protestant shall concurrently file a copy of the detailed statement with the other teams. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protestant shall have the burden of proving its protest by clear and convincing evidence. Failure to file a protest within the applicable period shall constitute a waiver of the right to protest the evaluation and shortlisting process other than any protest based on facts not reasonably ascertainable as of such date.

Other teams may file by hand delivery to the City, at the address specified in Section 6 above, with a copy going to Merri Belaustegui-Traficanti, Esq., Deputy City Attorney, City of Reno, 490 South Center Street, Room 204, Reno, NV 89501, statements in support of or in opposition to the protest within 7 days of the filing of the detailed statement of protest. The City shall promptly forward copies of any such statements to the protestant. Any evidentiary statements shall be submitted under penalty of perjury.

The City Manager or his designee shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest and such decision shall be final and conclusive. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole discretion of the City Manager or his designee, a hearing or argument may be permitted if necessary for the protection of the public interest or an express, legally recognized interest of a team or of the City.

If the City Manager or his designee concludes that the team filing the protest has established a basis for protest, the City Manager or his designee will determine what remedial steps, if any, are necessary to address the issues raised in the protest.

If a notice of protest regarding responsiveness is filed prior to the oral presentation process (if any), the City may proceed with the oral presentation process but shall not shortlist teams until the protest is withdrawn or decided by the City Manager or his designee, unless the City determines, in its sole discretion, that it is in the public interest to proceed with the

shortlisting prior to a decision or that the protest is so wholly lacking in merit that the protestant is unlikely to succeed in the protest. Such a determination shall be in writing and shall state the facts on which it is based.

If the protest is denied, the team filing the protest shall be liable for the City's costs reasonably incurred in any action to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the City as a consequence of the protest. If the protest is granted, the City shall not be liable for payment of the protestant's costs. The City shall not be liable for any damages to the entity filing the protest or to any participant in the protest, on any basis, express or implied.

9. RESERVATION OF RIGHTS BY CITY

The City may investigate the qualifications and Preliminary Proposal of any team under consideration, may require confirmation of information furnished by a team and may require additional evidence of qualifications to perform the scope of work described in this RFPP. Except for such items requiring approval by NDOT and/or FHWA pursuant to the City's stewardship agreement with NDOT, the City reserves the right, in its sole discretion, to:

- . Reject any or all of the Preliminary Proposals.
- . Issue a new request for Preliminary Proposals.
- . Cancel or withdraw the entire RFPP, or any part hereof.
- . Issue Addenda, supplements and modifications to this RFPP and the RFPP process. Addenda, supplements and modifications to this RFPP shall be circulated to all registered teams in advance of the Preliminary Proposal due date and the City may extend the Preliminary Proposal due date if such modifications are deemed by the City, in its reasonable discretion, to be material and substantive.
- . Appoint evaluation committees to review Preliminary Proposals, make recommendations to the City Council and seek the assistance of outside technical experts and consultants in Preliminary Proposal evaluation.
- . Revise and modify, at any time before the Preliminary Proposal due date, the factors it will consider in evaluating Preliminary Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the City shall circulate an addendum to all registered teams setting forth the changes to the evaluation criteria or methodology. The City may extend the Preliminary Proposal due date if such changes are deemed by the City, in its reasonable discretion, to be material and substantive.
- . Hold meetings and conduct discussions and correspondence with the teams responding to this RFPP to seek an improved understanding and evaluation of the Preliminary Proposals. If meetings are held, all teams submitting a responsive Preliminary Proposal shall be afforded an opportunity to participate in a meeting.

- . Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFPP.
- . Approve or disapprove changes in the proposal team or Preliminary Proposal.
A substitution of any of the equity owners, major subcontractors and/or key personnel will be carefully scrutinized and may result in disqualification of the proposal.
- . Waive minor deficiencies, informalities and irregularities in Preliminary Proposals; seek and receive clarifications to a Preliminary Proposal.
- . Disqualify any team that changes its Preliminary Proposal without City approval.

This RFPP does not commit the City to enter into a contract or proceed with the procurement of D-B Services. The City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFPP. All of such costs shall be borne solely by each team and its team.

In no event shall the City be bound by, or liable for, any obligations with respect to the D-B Services or the ReTRAC project until such time (if at all) as the Contract, in form and substance satisfactory to the City, have been executed and authorized by the City and approved by all required parties and, then, only to the extent set forth therein.

(END OF REQUEST FOR PRELIMINARY PROPOSALS)

ATTACHMENT 1

INDEX OF AVAILABLE PROJECT INFORMATION

Available Documents related to the ReTRAC Project,

the Federal Highway Administration's Reno Railroad Corridor EIS,
the Surface Transportation Board's Mitigation Plan, the UP/SP Merger,
and other related public domain documents

In an attempt to provide all interested parties complete access to public domain documents related to the ReTRAC Project, the Federal Highway Administration's Reno Railroad Corridor EIS, the Surface Transportation Board's Proposed Mitigation Plan, the UP/SP Merger, and other related documents of potential interest to the public, the City of Reno's ReTRAC Project - Environmental Manager, Mark A. Demuth with MADCON Consultation Services (775-829-1126) has compiled this list of relevant public domain documents.

The documents listed here are all in the public domain and may be available from other sources. The City of Reno has made each of these documents available through the **Sierra Legal Duplicating, Inc. (SLD)** — the City of Reno and MADCON will not provide these documents directly to the public — they are available at SLD. The City of Reno, MADCON, and the authors of the documents have no direct involvement with the copying or distribution of the above public domain documents other than supplying the original documents to SLD. The City of Reno, MADCON, and the authors of the documents do not receive any proceeds from SLD's copying and distribution of these documents.

Ordering Information (provided by SLD): Documents are available on a 72-hour turn-around time from SLD directly and are priced (approximate cost) by SLD for copying (black & white and/or color and oversized sheets as originally produced in each document). PRICES DO NOT INCLUDE binding/finishing, tabs, delivery/shipping or applicable Washoe County Sales Tax. SLD does accept phone orders and can provide shipping for a fee.

These documents are being made available by the City of Reno only at SLD, Inc. 124 West Taylor Street, Reno, Nevada 89505. Contact Melissa or Harm with SLD directly at 775-786-8224 or by fax 775-786-1214 (M-F 8-5) (and mention ReTRAC) for further information, ordering, and pick-up information.

Document Code	Approx. Cost	Documents Available Directly from SLD
SEA 1980	\$ 5.25	SEA, Incorporated. 1980. <i>Reno Railroad Study</i> . 35 pp. In 1980, the City of Reno's most complete study of alternative methods of grade separations. This document was the basis for the 1996 Nolte et al. study of the depressed trainway.
NDEP 1994	\$ 143.95	Westec, Inc. and SRK, Inc. <i>Downtown Reno Groundwater Characterization</i> . March 1994. 594 pp. This report presents the results of the Downtown Area Groundwater Characterization study completed for NDEP. The study further characterizes the distribution of PCE.

Document Code	Approx. Cost	Documents Available Directly from SLD
BAS 1995	\$ 31.25	<p>Barton-Aschman Associates, Inc., Strategic Project Management, Inc., and Lumos & Associates, Inc. 1995. <i>Reno Downtown Traffic/Parking Study</i>. December 1995. 196 pp.</p> <p>Traffic and parking study completed on downtown Reno completed for the Reno Redevelopment Agency.</p>
CDM 1996	\$ 28.30	<p>Camp Dresser & McKee, Inc. 1996. <i>Central Truckee Meadows Remediation District. Final Work Plan</i>. February 22, 1996. 119 pp.</p> <p>Washoe County's planning and implementation document for field investigations associated with the characterization and evaluation of the groundwater contamination in the Central Truckee Meadows.</p>
NOLTE 1996	\$ 27.70	<p>Nolte and Associates, Inc., SEA, Incorporated., Strategic Management, Inc., and Kleinfelder. 1996. <i>Railroad Merger Study</i>. March 15, 1996. 171 pp.</p> <p>The City of Reno's initial study of the UP/SP Merger's effects on the community of Reno.</p>
COR 1996a	\$ 17.10	<p>City of Reno. 1996. <i>Comments and Verified Statement of the City of Reno</i>, submitted to the Surface Transportation Board, dated March 29, 1996. 114 pp.</p> <p>Comments filed with the Surface Transportation Board documenting the City of Reno's concerns of increased train traffic and the impacts to Reno's 11 at-grade crossings.</p>
DMJM 1996	\$ 48.10	<p>Daniel, Mann, Johnson, & Mendenhall (DMJM). 1996. <i>Grade Separation Feasibility Study City of Reno</i>. April 4, 1996. 55 pp.</p> <p>Union Pacific's study of the necessity and cost of grade separations in Reno.</p>
COR 1996b	\$ 25.95	<p>City of Reno. 1996. <i>Comments on Preliminary Draft Environmental Assessment</i>, submitted to the Surface Transportation Board dated May 3, 1996. 96 pp.</p> <p>Comments filed with the Surface Transportation Board documenting the City of Reno's concerns of increased train traffic's effects on environmental resources evaluated by the STB (air quality [trains and impacts at grade crossings], noise, transportation systems, and safety) as well as environmental factors not evaluated by the STB (energy consumption, cultural resources, land use, socioeconomics, water resources, and biological resources).</p>
NOLTE 1997	\$ 84.65	<p>Nolte and Associates, Inc., SEA, Incorporated., Kleinfelder, Inc., Strategic Management, Inc., and Pyramid Engineers & Land Surveyors. 1996. <i>Revised Project Report: Railroad Merger Mitigation Alternatives</i>. July 10, 1996. Includes addendum <i>Re-evaluation of Downtown Depressed Trainway City of Reno</i>. January 13, 1997. 246 pp.</p> <p>To date the City of Reno's most complete study of alternative methods of grade separations (underpasses, relocation of mainline, and the depressed trainway). This document provides preliminary engineering work on the depressed trainway and its costs.</p>

Document Code	Approx. Cost	Documents Available Directly from SLD
STB 1996	\$ 167.50	<p>Surface Transportation Board. 1996. <i>Post Environmental Assessment, Finance Docket No. 32760</i>, Vols. 1-2 in 3 parts, Union Pacific Corporation, Union Pacific Railroad Company, and Missouri Pacific Railroad Company -Control and Merger- Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corporation, and the Denver & Rio Grande Western Railroad Company. June 24, 1996. 860 pp.</p> <p>The Surface Transportation Board's NEPA document on the UP/SP merger. Includes all comments from Reno cementers.</p>
DEC 44	\$ 43.50	<p>Surface Transportation Board. 1996. <i>Decision No. 44 – Finance Docket No. 32760</i>, issued on August 12, 1996 in Union Pacific Corporation, Union Pacific Railroad Company, and Missouri Pacific Railroad Company -Control and Merger- Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corporation, and the Denver & Rio Grande Western Railroad Company. 290 pp.</p> <p>The Surface Transportation Boards's approval of the UP/SP merger as well as the STB's mitigation measures imposed.</p>
SDA 1996	\$ 24.25	<p>Schoenberg Design Associates. 1996. <i>City of Reno Redevelopment District Streetscape Master Plan</i>. November 4, 1996. 55 pp. and appendices.</p> <p>The City of Reno current streetscape master plan. Approximately 50 percent of the ReTRAC project lies within the City of Reno Redevelopment District.</p>
PMP 1997	\$ 169.95	<p>Surface Transportation Board. 1997. <i>Preliminary Mitigation Plan, UP/SP Merger - Reno Mitigation Study - Reno, Nevada - September 1997 - Finance Document No. 32760</i>, Union Pacific Corporation, Union Pacific Railroad Company, and Missouri Pacific Railroad Company - Control and Merger- Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corporation, and the Denver & Rio Grande Western Railroad Company, September 15, 1997. 595 pp.</p> <p>The Surface Transportation Board's Preliminary Mitigation Plan for Reno to reduce significant merger impacts to less than significant levels.</p>
ASI 1997	\$ 5.85	<p>Air Sciences Inc. 1997. <i>Analysis of Air Emission Increases Resulting From the Union Pacific and Southem Pacific Railroad Merger and Effects on the Management of the Air Resource of the Truckee Meadows Nonattainment Area</i>. October 1997. 39 pp.</p> <p>Air quality study completed in 1997 to determine the effects of the UP/SP merger. Specifically examines increased train traffics effects on major downtown at-grade crossings.</p>

Document Code	Approx. Cost	Documents Available Directly from SLD
ASI 1997b	\$ 14.55	<p>Air Sciences Inc. 1997. <i>Analysis of Air Emission Increases Resulting From the Union Pacific and Southern Pacific Railroad Merger and Effects on the Management of the Air Resource of the Truckee Meadows Nonattainment Area - Appendix</i>. October 1997. 97 pp.</p> <p>Technical Appendix to air quality study completed in 1997 to determine the effects of the UP/SP merger. Specifically examines increased train traffics effects on major downtown at-grade crossings</p>
MMA 1997	\$ 15.30	<p>Meyer, Mohaddes Associates, Inc. 1997. <i>UP/SP Railroad Merger Impact Analysis: Traffic/Delay Analysis</i>. October 3, 1997. 102 pp.</p> <p>Traffic study completed in 1997 to determine the effects of the UP/SP merger. Specifically examines increased train traffics effects on major downtown at-grade crossings as well as adjacent intersections.</p>
MMA 1997b	\$ 32.55	<p>Meyer, Mohaddes Associates, Inc. 1997. <i>UP/SP Railroad Merger Impact Analysis: Traffic/Delay Analysis Appendix</i>. October 3, 1997. 217 pp.</p> <p>Technical Appendix to traffic study completed in 1997 to determine the effects of the UP/SP merger.</p>
BBA 1997	\$ 8.05	<p>Brown-Buntin Associates, Inc. 1997. <i>Railroad Noise/Vibration Assessment: UP/SP Merger</i>. October 6, 1997. 51 pp.</p> <p>Noise quality study completed in 1997 to determine the effects of the UP/SP merger. Specifically examines increased train traffics effects on residential and commercial properties in the downtown.</p>
COR 1997	\$ 20.15	<p>City of Reno. 1997. <i>Comments on Preliminary Mitigation Plan</i>, submitted to the Surface Transportation Board dated October 15, 1997. 122 pp. without appendices.</p> <p>The City of Reno's extensive comments filed with the Surface Transportation Board on the STB's preliminary plan for mitigating the UP/SP Merger's impacts.</p>
FMP 1998	\$ 269.30	<p>Surface Transportation Board. 1998. <i>Final Mitigation Plan, UP/SP Merger - Reno Mitigation Study - Reno, Nevada - February 1998 - Finance Document No. 32760</i>, Union Pacific Corporation, Union Pacific Railroad Company, and Missouri Pacific Railroad Company - Control and Merger- Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corporation, and the Denver & Rio Grande Western Railroad Company, February 11, 1998. 1,669 pp.</p> <p>The Surface Transportation Board's Final Mitigation Plan to reduce significant merger impacts to less than significant levels.</p>
COR 1998	\$ 59.35	<p>City of Reno. 1998. <i>Approval and Funding of the ReTRAC -- Reno Transportation Rail Access Corridor</i>, June 1998. 75 pp.</p> <p>Summary document of the ReTRAC Project and its funding sources.</p>

Document Code	Approx. Cost	Documents Available Directly from SLD
NOLTE 1998	\$ 16.15	<p>Nolte and Associates, Inc., Stantec Consulting, Inc., Kleinfelder, and Strategic Management, Inc. 1998. <i>ReTRAC Preliminary Cost Estimates</i>. August 31, 1998. 58 pp.</p> <p>The City of Reno most recent study of the ReTRAC Project Costs as wells the study of the cost of a comparable underpass project.</p>
MOU 1998	\$ 62.25	<p>Union Pacific Railroad Company and City of Reno. 1998. <i>Memorandum of Understanding for Reno Rail Corridor</i>. December 3, 1998. 30 pp. And appendices.</p> <p>The mutual agreement by and between the Union Pacific Railroad and the City of Reno on funding the ReTRAC project.</p>
PH1 2000	\$ 62.55	<p>Lahontan GeoScience, Inc. 2000. <i>Union Pacific Railroad Land Transfers: Phase 1 Environmental Site Assessments, Final Report</i>. Vol. 1 (June 2000) 303 pp.</p> <p>Phase 1 Environmental Site Assessments Final Report on 57 properties - Sections 1-9 and Appendices B, C, & D.</p>
PH2 2000	\$ 436.20	<p>Lahontan GeoScience, Inc. 2000. <i>Union Pacific Railroad Land Transfers: Phase 1 Environmental Site Assessments, Final Report</i>. Vol. 2 (June 2000) 688 pp.</p> <p>Phase 1 Environmental Site Assessments Final Report on 57 properties - Appendix A.</p>
FEIS1 2000	\$ 137.80	<p>Federal Highway Administration. 2000. <i>Final Environmental Impact Statement for the Reno Railroad Corridor</i>. Vol. 1 (December 2000) 746 pp.</p> <p>This document evaluates the environmental impacts associated with construction of railroad grade separation improvements in downtown Reno, Nevada, along the existing transcontinental Union Pacific Railroad (UPRR) main line. The Reno Railroad Corridor Final Environmental Impact Statement (FEIS) is comprised of three volumes: Volume 1 contains the Summary and Chapters 1 through 7.</p>
FEIS2 2000	\$ 63.30	<p>Federal Highway Administration. 2000. <i>Final Environmental Impact Statement for the Reno Railroad Corridor</i>. Vol 2. (December 2000) 422 pp.</p> <p>The Reno Railroad Corridor Final Environmental Impact Statement (FEIS) is comprised of three volumes: Volume 2 contains Chapter 8 and the Appendices to the FEIS.</p>
FEIS3 2000	\$ 38.50	<p>Federal Highway Administration. 2000. <i>Final Environmental Impact Statement for the Reno Railroad Corridor</i>. Vol 3. (December 2000) 110 pp.</p> <p>The Reno Railroad Corridor Final Environmental Impact Statement (FEIS) is comprised of three volumes: Volume 3 is an accompanying set of engineering drawings illustrating each of the alternatives that were considered and the Preferred Alternative.</p>

Document Code	Approx. Cost	Documents Available Directly from SLD
Scope 1999	\$ 57.95	<p>Federal Highway Administration. 1999. <i>Scoping Summary Report</i> (November 1999) prepared by Myra L. Frank & Associates, Inc. for the Nolte Team, 377 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
ALT 1999	\$ 26.00	<p>Federal Highway Administration. 1999. <i>Alternatives Screening Report</i> (December 1999) prepared by Myra L. Frank & Associates, Inc. for the Nolte Team, 115 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
HIST 2000	\$ 5.70	<p>Federal Highway Administration. 2000. <i>Historic Railroad Building Mitigation Report</i> (May 2000) prepared by Stantec Consulting for the Nolte Team, 22 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
GEO 2000	\$ 164.35	<p>Federal Highway Administration. 2000. <i>Geotechnical Engineering Report</i> (May 2000) prepared by Kleinfelder for the Nolte Team, 465 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
CONT 2000	\$ 42.65	<p>Federal Highway Administration. 2000. <i>Potential Contaminated Site Identification Report - Commercial Row Shoofly</i> (May 2000) prepared by Kleinfelder for the Nolte Team, 188 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
HYDRO 2000	\$ 9.70	<p>Federal Highway Administration. 2000. <i>Preliminary Hydrology Report</i> (December 2000) prepared by Stantec for the Nolte Team, 31 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>

Document Code	Approx. Cost	Documents Available Directly from SLD
TRAF 2000	\$ 41.85	<p>Federal Highway Administration. 2000. <i>Traffic Impact Analysis Report</i> (October 2000) prepared by Hexagon Transportation Consultants for the Nolte Team, 279 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
NOISE 2000	\$ 15.45	<p>Federal Highway Administration. 2000. <i>Noise and Vibration Technical Report</i> (April 2000) prepared by Harris Miller Miller & Hanson, Inc. for the Nolte Team, 103 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
AIR 2000	\$ 94.50	<p>Federal Highway Administration. 2000. <i>Air Quality Impact Analysis Appendices</i> (May 2000) prepared by Roy F. Weston, Inc. for the Nolte Team, 630 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
TUN 2000	\$ 9.00	<p>Federal Highway Administration. 2000. <i>Cover-and-cut Tunnel Report</i> (April 2000) prepared by HDR Inc. for the Nolte Team, 60 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
ELIG 2000	\$ 96.65	<p>Federal Highway Administration. 2000. <i>Historic Resources Request for Determination of Eligibility Report</i> (April 2000) prepared by Myra L. Frank & Associates, Inc. for the Nolte Team, 217 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
ARCH 2000	\$ 57.85	<p>Federal Highway Administration. 2000. <i>Archaeological Resource Technical Report</i> (April 2000) prepared by Archaeological Research Services, Inc. for the Nolte Team, 175 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>

Document Code	Approx. Cost	Documents Available Directly from SLD
BIO 2000	\$ 6.15	<p>Federal Highway Administration. 2000. <i>Biological Background Report</i> (April 2000) prepared by Bailey Environmental for the Nolte Team, 41 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
H2O 2000	\$ 7.95	<p>Federal Highway Administration. 2000. <i>Water Quality Impact Analysis</i> (April 2000) prepared by Rapid Creek Research, Inc. for the Nolte Team, 53 pp.</p> <p>In addition to the Reno Railroad Corridor Final Environmental Impact Statement (FEIS) in three volumes, a number of technical reports have been prepared as supporting documentation for the FEIS. This is one of the technical reports.</p>
3b	\$ 77.20	<p>Nolte Associates, Inc. 2001. <i>Preliminary Engineering Plans</i> (reduced to 11" x 17") (January 2001) 158 pp.</p> <p>Please Note: SLD can provide reduced 11" x 17" version of this plans. Full size (24" x 36") sheets are available from Oakman's, 634 Ryland Street, Reno, Nevada 89502, Attn: Jeanne Garaventa (775) 786-4466.</p>
3b4.2	\$ 4.85	<p>Nolte Associates, Inc. 2001. <i>Peer Review Panel Meeting Notes</i> (January 2001) 20 pp.</p> <p>Notes from 4 Peer Review Meetings and one conference call. Notes include discussion on constructibility of appropriate wall and invert systems.</p>
3b4.6	\$ 3.35	<p>Nolte Associates, Inc. 2001. <i>Underpinning Analysis Report of the Southern Pacific Railroad Passenger Depot</i> (January 2001) prepared by Kleinfelder for Nolte Associates, Inc. dated January 23, 2001. 10 pp.</p> <p>The Underpinning Report for the Southern Pacific Railroad Passenger Depot including a description of the existing foundation type and, where available, dimensions; a discussion of typical and appropriate method or methods for underpinning, including approximate dimensions and depths of underpinning construction; and preliminary cost estimates for underpinning.</p>
3b4.7	\$ 6.60	<p>Nolte Associates, Inc. 2001. <i>Underpinning Analysis Report of the Fitzgerald's Parking Garage</i> (January 2001) prepared by Steven L. Hiatt, P.E. for Nolte Associates, Inc. dated January 23, 2001. 29 pp.</p> <p>The Underpinning Report for the Fitzgerald's Garage includes text and a section showing the existing foundation. The report presents two different underpinning types that may be used to support the garage with sketches depicting these construction methods. A recommended method is presented with relative construction costs for this recommendation.</p>

Document Code	Approx. Cost	Documents Available Directly from SLD
3b4.8	\$ 7.05	<p>Nolte Associates, Inc. 2001. <i>Underpinning Analysis Report of the Rainbow Pedestrian Bridge</i> (January 2001) prepared by Steven L. Hiatt, P.E. for Nolte Associates, Inc. dated January 23, 2001. 32 pp.</p> <p>The Underpinning Report for the Rainbow Pedestrian Bridge includes a description of the existing foundation type and, where available, dimensions; a discussion of typical and appropriate method or methods for underpinning, including approximate dimensions and depths of underpinning construction; and preliminary cost estimates for underpinning.</p>
3b4.10	\$ 91.95	<p>Nolte Associates, Inc. 2001. <i>Alternative Wall and Invert Report</i> (January 2001) prepared by Steven L. Hiatt, P.E. for Nolte Associates, Inc. dated January 23, 2001. 235 pp.</p> <p>The Alternative Wall and Invert report addresses wall and invert systems, the close proximity of UP operations to walls, and other agency comments. The final report combines both the Draft Wall Report and the Draft Invert Report.</p>
3b4.11	\$ 9.05	<p>Nolte Associates, Inc. 2001. <i>Preliminary Structural Calculations for Three Wall Alternatives</i> (January 2001) prepared by Steven L. Hiatt, P.E. for Nolte Associates, Inc. dated January 23, 2001. 48 pp.</p> <p>Preliminary structural calculations for two systems below groundwater in downtown core (slurry wall with tiebacks and slurry wall with struts) and one system above groundwater at the ends of the project. Calculations are presented for wall systems with 5' increments in height. Six sets of calculations are provided for slurry wall with tiebacks. Six sets of calculations are provided for slurry wall with struts. Four sets of calculations are provided for walls above groundwater at the ends of the project.</p>
3b4.12	\$ 4.25	<p>Nolte Associates, Inc. 2001. <i>Preliminary Structural Calculations for One Invert Alternative</i> (January 2001) prepared by Steven L. Hiatt, P.E. for Nolte Associates, Inc. dated January 23, 2001. 16 pp.</p>
3b5.2	\$ 2.75	<p>Nolte Associates, Inc. 2001. <i>Bridge Report</i> (January 2001) prepared by Kleinfelder for Nolte Associates, Inc. dated January 23, 2001. 6 pp.</p> <p>The Bridge Report consists of geotechnical parameters for bridge design. Parameters for vehicular bridges are provided within pages 53 through 55 of the Geotechnical Report.</p>
3b5.6	\$ 13.00	<p>Nolte Associates, Inc. 2001. <i>Bridge Analysis Report</i> (January 2001) prepared by Steven L. Hiatt, P.E. for Nolte Associates, Inc. dated January 23, 2001. 65 pp.</p> <p>The Bridge Analysis Report describes each of the seven superstructure alternatives, address pros and cons of the alternatives with respect to superstructure depth, construction costs, construction duration, flexibility in construction staging, overall construction impacts on the remainder of the project, ability to support utilities, and long term maintenance. The report recommends a superstructure type.</p>

Document Code	Approx. Cost	Documents Available Directly from SLD
3b5.8	\$ 5.90	<p>Nolte Associates, Inc. 2001. <i>Preliminary Structure Calculations for Keystone Bridge</i> (January 2001) prepared by Steven L. Hiatt, P.E. for Nolte Associates, Inc. dated January 23, 2001. 27 pp.</p> <p>These calculations were prepared to determine quantity/spacing of "I" girders, thickness of slab and substructure components with Keystone accommodating a 6 lane facility.</p>
3b11	\$ 9.95	<p>Nolte Associates, Inc. 2001. <i>Rights-of-Way: A Preliminary Valuation Analysis (limited Summary Appraisal) of Various Properties</i> (January 2001) prepared by Johnson-Perkins & Associates, Inc. for Stantec Consulting Inc. dated January 19, 2001. 54 pp.</p> <p>In support of the right-of-way appraisal process, approximate areas of permanent and temporary impacts were calculated along the corridor for Alternative 5 and are presented. Digital parcel information based on the Washoe County GIS was obtained from the City of Reno. This data was registered and adjusted against the orthophotography to produce a visually consistent representation of the project area and along the corridor. Utilizing these maps and Washoe County Assessor's Office records, the appraiser identified subject properties and provide basic physical data such as building areas, age, quality, condition and areas and zoning for each parcel.</p>
3b14.1	\$ 29.70	<p>Nolte Associates, Inc. 2001. <i>Means and Methods Analysis Report</i> (January 2001) prepared by Steven L. Hiatt, P.E. for Nolte Associates, Inc. dated January 23, 2001. 28 pp.</p> <p>A report summarizing the logic of the selection of the sequences, means and methods of construction is provided to identify the basis for construction schedule and staging. Railroad Construction Staging – Preliminary railroad connection alignment and "cut-over" drawings are provided for each end of each shoofly and the main line track cut-overs.</p>
3b13	\$ 9.95	<p>Nolte Associates, Inc. 2001. <i>Cost Estimates</i> (January 2001) prepared by Leroy Saage, P.E. for Nolte Associates, inc. dated January 23, 2001. 54 pp.</p> <p>Quantity calculations were prepared on the major items of work and then preliminary cost estimates were assigned to each of these items. Estimates are separated into quantities and costs and displayed in a bid list. Unit costs are attached to these bid items.</p>

ATTACHMENT 2

INDUSTRIAL SAFETY RECORD FORM

FIRM'S NAME: _____

COMPANY: _____

This information must include all construction work undertaken in the United States (including the State of Nevada), with separate statistics relative to the State of Nevada. Separate forms shall be provided for the team (if applicable) and each team member that will perform construction work. The team may be requested to submit additional information or explanation of data, which the City may require for evaluating the safety record.

	1996	1997	1998	1999	2000	2001**	Total
Total Hours Worked (in thousands)							
Nationwide							
Nevada							
Number of Fatalities*							
Nationwide							
Nevada							
Number of Lost Workdays*							
Cases							
Nationwide							
Nevada							
Number of Injury/Illness*							
Cases							
Nationwide							
Nevada							
Number of days of restricted work Activity due to Injury/Illness*							
Nationwide							
Nevada							
Incidence Rate Lost Workday Cases**							
Nationwide							
Nevada							

Incidence Rate Days Lost**							
Nationwide							
Nevada							
Worker's Compensation Experience Modifier							
Nationwide							
Nevada							

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

++ 2001 Information only required through June 2001

The above information was compiled from the records that are available to me at this time and I declare under penalty that the information is true and accurate within the limitation of those records.

_____		_____	
Name of Company (Print)		Signature	
_____		_____	
Address		Title	
_____	_____	_____	
City	State and ZIP Code	Telephone Number	

ATTACHMENT 3

CONTRACTOR INFORMATION FORM

CONTRACTOR INFORMATION

Name of Entity: _____

Year Established: _____

Individual Contact: _____

Nevada Contractor License(s)# _____

Individual's Title: _____

Federal Tax ID No.: _____

Telephone No.: _____

Standard Industry Classification Code: _____

Fax No.: _____

Name of Official Representative: _____

E-Mail Address: _____

Business Organization (check one)

- ☐ Corporation (If yes, then indicate the State and Year of Incorporation): _____
- ☐ Partnership (If yes, complete Sections A-E)
- ☐ Limited Liability Company (If yes, complete Sections A-E)
- ☐ Joint Venture (If yes, complete Sections A-E)
- ☐ Other (describe) _____

A. Business Name _____

B. Business Address:

Headquarters: _____

(Street Address)

(Suite)

(City)

(State)

(Country)

(Zip)

Office

Performing Work: _____

(Street Address)

(Suite)

(City)

(State)

(Country)

(Zip)

(Contact Telephone No.)

C. Contractor's Labor Structure (check one):

Engineering to be performed:

- ☐ Open Shop
- ☐ Union

- (check applicable boxes):
- ☐ In-House
- ☐ Joint Venture/Member Firm
- ☐ Subcontractor
- ☐ Other (describe below) _____

D. Bonding capacity:

Available \$ _____

Total \$ _____

- E. If the entity is a Joint Venture, Limited Liability Company or a Partnership, indicate the name and role of each member/partner firm in the space below. Also indicate the name and role of each other financially liable party.

Name of Member Firm	Role	Financial Liability
_____	_____	_____
_____	_____	_____
_____	_____	_____

- F. Has the entity received any comments from the SEC concerning the entity's financial reporting?
If so, what were the comments and how has the entity responded to them?

- G. Is the entity under investigation by any agency of the federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission) or by any agency of a state or foreign government?
If yes, please explain.

- H. Have any banks refused to lend to the entity in the last two years?
If yes, please explain.

- I. How long has the entity employed its current independent public accountants?

No. of years _____ Name of Entity _____
If less than 2 years, explain reason for change.

- J. Were (are) there any disagreements with the prior to current independent public accountants?
If yes, please explain.

ATTACHMENT 4

CONTRACTOR CERTIFICATION

1. Has the entity* ever failed to complete any work it agreed to perform?

YesNo

If yes, please describe:
2. Has the entity* or any officer thereof, been indicted or convicted of bid or other contract related crimes or violations or any other felony or serious misdemeanor within the past five years?

YesNo

If yes, please describe:
3. Has the entity* ever sought protection under any provision of any bankruptcy act or been involuntarily placed in bankruptcy or receivership?

YesNo

If yes, please describe:
4. Has the entity* ever been debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

YesNo

If yes, please describe:

(Must be signed by the Entity's Official Representative.)

(Name of Proposer)

By _____

Print Name _____

Title _____

*The entity includes any affiliates, including parent company, subsidiary companies, joint venture members (if the entity is a joint venture), limited liability members (if the entity is a limited liability company), equity owners and partners (if the entity is a partnership), and other financially liable parties.